

HURLEY

REAL ESTATE & AUCTIONS

2800 BUCHANAN TRL E | GREENCASTLE | PA 17225



42.68± Acres Hunter Rd, Mercersburg, PA 17236

Outstanding wooded land!

Beautiful 43± wooded acres in Mercersburg, PA with mature timber, a pond, small streams, great hunting, and just 1 mile from Whitetail Ski & Golf Resorts.

Online Auction Begins to Close: Tuesday, July 8, 2025 @ 4:30pm

Open Houses: Saturday, June 21, 2025, 10am-12pm
Tuesday, July 1, 2025, 4pm-6pm

AV002056 | Matthew Hurley AU003413L, Broker: PA RM421467; MD 597462; WV WVB230300885; VA 0225271921 | Kaleb Hurley AU006233, Agent: PA RS360491; MD 5009812 | Jacob Hurley AU006421

HURLEYAUCTIONS.COM | 717-597-9100





Dear Prospective Buyer,

Hurley Real Estate & Auctions is pleased to have been chosen to offer you this property. We encourage all potential buyers to inspect the property and the enclosed information prior to bidding. For your convenience, we've included the following:

- General Information
- Deed
- Survey
- Aerial
- Conditions of Public Sale
- How to Buy Real Estate at Auction
- Methods of Payment
- Financing Available
- Settlement Companies

If you have any questions after reviewing this report, please don't hesitate to call any time. Bidding begins closing July 8, 2025 @ 4:30PM.

Sincerely,
The Hurley Team

DISCLAIMER & ABSENCE OF WARRANTIES | *All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the purchase agreement. Information contained in advertisements, information packet, estimated acreages, and marked boundaries are based upon the best information available to Hurley Real Estate and Auctions at the time of preparation & may not depict exact information on the property. **Each potential buyer is responsible for conducting his/her own independent inspection, investigations, and inquiries concerning the real estate. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by seller or Hurley Real Estate and Auctions.***



Terms: \$10,000 in certified funds day of auction. (See Payment & Financing page for detailed info.) Announcements made on the day of sale take precedence over all printed material. (See Payment & Financing page for detailed info.) 2% Buyers premium will be added to final bid price.

Closing Location: As agreed upon by the Buyer and Seller.

Buyer possession: Buyer will have immediate possession upon closing.

General Information: OUTSTANDING WOODED LAND! Incredible 43± acres off of Hunter Rd, Mercersburg, PA! This beautiful property features plenty of privacy and includes mature timber, a pond, and small streams flowing through! Excellent hunting with great wildlife habitat and loads of whitetail deer sign! Also within 1 mile of Whitetail Ski and Golf Resorts! The property is accessible off of Hunter Rd and is convenient to Mercersburg, PA and Hagerstown, MD. Don't miss the opportunity to own a piece of paradise!

Acreage: 42.68± Acres

County: Franklin

Zoning/Land Use: Please call Montgomery Township at (717) 264-2946

Taxes: Approximately \$413, the property is taxed based on 28+- acres (deed) and not 43+- acres. (See survey contained in this packet).

Tax ID: 17-0J22.-002.-000000





201-BT-Warranty Deed, Short Form, Act of 1969, Single Sheet,
Henry Bell, Inc., Indiana, Pa.

This Deed,

MADE THE 15th day of July in the year
of our Lord one thousand nine hundred and seventy-four (1974).

BETWEEN Paul F. Musselman and Fay L. Musselman, his wife, both of
Montgomery Township, Franklin County, Pennsylvania,-----
Grantor s,

and Donald L. Bragunier and Charlene M. Bragunier, his wife,
both of Clear Spring, Maryland,-----
Grantee s.

WITNESSETH, that in consideration of the sum of FOURTEEN THOUSAND (\$14,000.00)-----
Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and
convey to the said grantees ,

ALL the following described real estate lying and being situated in
Montgomery Township, Franklin County, Pennsylvania, more particularly
bounded and described as follows, to wit:-

A TRACT of land containing twenty-eight (28) acres more or
less, and bounded on the North by lands now or formerly of
Blair Shipp, et al; on the East by lands now or formerly of
W. C. Angle, et al; on the South by lands now or formerly
of James B. Robinson, et al, and on the West by lands of
Robert Wright.

BEING the same real estate which was described as Tract No.
6 on a deed from Arthur L. Hoch, Administrator of the Estate of
John B. Robinson, to Abraham Robinson, on record in Franklin County
Deed Book Vol. 261, page 176, and is the same real estate which
Abraham Robinson devised to Paul F. Musselman in Item III of his
last will and testament; for Schedule of Distribution distributing
said real estate to Paul F. Musselman, one of the above named Grantors,
see Franklin County Deed Book Vol. 524 , page 311 .

REALTY TRANSFER TAX

Luzerne Area School District

Amount of tax received 70.⁰⁰

Tax on Deeds Resolution
John Hartman Collector

Supervisors of Montgomery
Township, Franklin County, Pa.
Tax on Deeds Resolution,

Amount of Tax 70.⁰⁰
Received Payment John Hartman
Collector



AND the said grantors hereby covenant and agree that they and each of them will warrant
generally-----the property hereby conveyed.

L VOL 702 PAGE 612



IN WITNESS WHEREOF, said grantor s ha ve hereunto set their hands and seal s
the day and year first above written.

Signed, Read and Believed
in the Presence of
Shirley B. Hing

Paul F. Musselman
Paul F. Musselman
Fay L. Musselman
Fay L. Musselman

State of PENNSYLVANIA
County of FRANKLIN
On this, the 19th day of July, 19 74, before me,
the undersigned officer, personally appeared Paul F. Musselman and Fay L. Musselman,
his wife,
known to me (or satisfactorily proven) to be the person s whose names---are--- subscribed to the with-
in instrument, and acknowledged that---they---executed same for the purposes therein contained.
BY WITNESS WHEREOF, I hereunto set my hand and official seal.

Barbara T. Keeper
BARBARA T. KEEPER, NOTARY PUBLIC
WILKESBORO TOWNSHIP, FRANKLIN COUNTY
MY COMMISSION EXPIRES APRIL 23, 1977 Title of Officer.
Member, Pennsylvania Association of Notaries

I do hereby certify that the precise residence and complete post office address of
the within named grantee is Rt. #2 Clearspring, Maryland.
July 13, 1974 Donald L. Bragunier
Attorney for _____

140 00/ 140
R. 16627

Deed

Paul F. Musselman and Fay L.
Musselman, his wife,
GRANTORS,

AND

Donald L. Bragunier and
Charlene M. Bragunier, his
wife, GRANTEES.

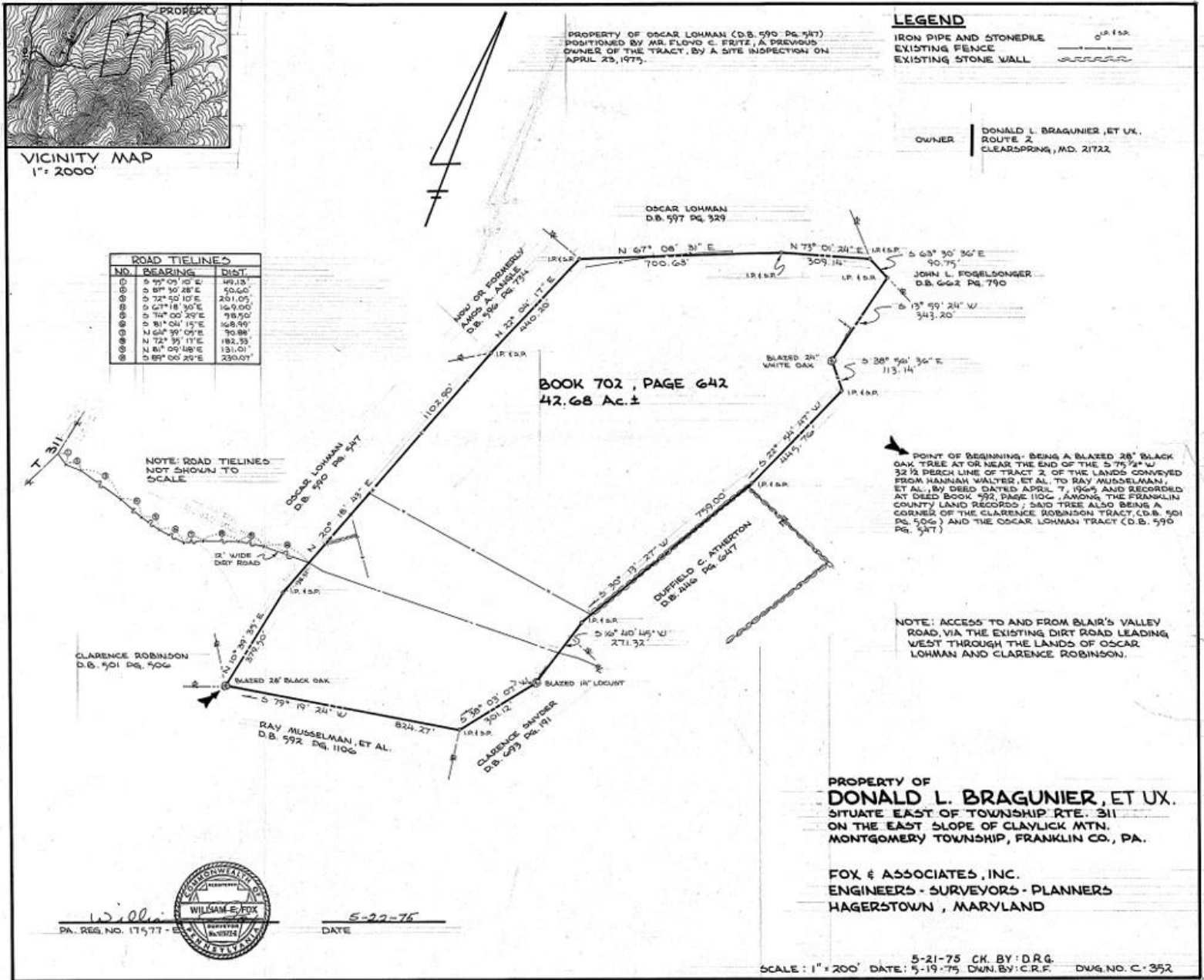
WARRANTY

ENTERED ON RECORD
JUL 16 1974
GIDEON T. HARTMAN
Recorder for Franklin Co.

COMMONWEALTH OF PENNSYLVANIA
County of Franklin

RECORDED on this 16th day of July
A. D. 19 74 in the Recorder's office of the said County, in Deed Book
Vol. 762, page 642
Given under my hand and the seal of the said office, the date above written.
Gideon T. Hartman Recorder.

VOL 762 PAGE 642





HURLEY
FARM & LAND REAL ESTATE

AERIAL



*This map is an approximate
representation of the
boundaries, but is not
guaranteed or intended to be an
official or exact document.*



OWNED BY: **Donald L. Bragunier and Charlene M. Bragunier**

LOCATED AT: **42.68± Acres Hunter Rd. Mercersburg, PA 17236, 17-0J22.-002.-000000**

1. **Highest Bidder** | The highest and best bidder shall be the Buyer. The Seller, however, reserves the right to reject any and all bids and to adjourn the sale to a subsequent date. The Auctioneer has the sole discretion of setting bidding increments. If any disputes arise to any bid, the Auctioneer reserves the right to cause the property to be immediately put up for sale again.
2. **Real Estate Taxes/Utilities** | All real estate taxes and utilities shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
3. **Transfer Taxes** | Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however that the Buyer shall be responsible for any additional transfer taxes imposed.
4. **Terms** | \$10,000 or — % handmoney, either in the form of cash, cashier's check, certified check, or personal check at the discretion of the Auction Company when the property is struck down, and the balance, without interest, on or before August 7, 2025 when a special warranty deed will be delivered and actual possession will be given to Buyer. The Buyer shall also sign this agreement and comply with these terms of sale. Buyers Premium of 2 % plus the bid price shall establish purchase price.
5. **Forfeiture** | The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
6. **Marketable Title** | A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the Franklin County Courthouse and which may be visible by inspection of the premises.
7. **Risk of Loss** | Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this agreement.
8. **Warranty** | The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
 - A. **Radon** | Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
 - B. **Lead-Based Paint** | If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
 - C. **Environmental Contamination** | Seller is not aware of any environmental contamination on the land.
 - D. **Home Inspection** | Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this agreement.
 - E. **Fixtures and Personal Property** | Included in the sale and purchase price are all existing items permanently attached to the property, including but not limited to plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated). No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All personal property will be removed at Seller's discretion, if items are not removed they become the responsibility of the Buyer.
 - F. **Ventilation/Mold** | The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or ventilation, or any other matters of home construction wherein mold may be present in the real estate.
 - G. **"AS IS"** | The property is being sold "AS IS" at the time of sale and at the time of the settlement. The Fiduciary/Seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A Seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative(s) will not deliver a disclosure to Buyer inasmuch as they are not required by law.
9. **Financing** | Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing. The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer in this regard.
10. **Dispute Over Handmonies** | In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agrees that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
11. This agreement shall survive closing.
12. This agreement may be signed and transmitted by email.
13. Buyer and Seller agrees that Hurley Auctions and Hurley Real Estate and Auctions may collaborate on any aspect of this contract. The scope of collaboration shall include but is not limited to the negotiation, advertising, execution, sharing of resources, sharing of fees, and performance of any aspect whatsoever of the contract.



Acceptable Methods of Payment

1. **Cash** (payments of \$10,000 and above require completion of IRS Form 8300).
2. **Certified or Cashier's Check** payable to Hurley Auctions.
3. **Personal Check** accompanied by a **Bank Letter of Guarantee** (see sample below). Letter must read as follows and must be signed by an officer of the bank.
4. **Wire Transfer** | There is a \$30.00 wire fee added to all transactions paid by buyer. Please call our office for additional information.

Example Bank Letter of Guarantee:

Date: (Date of letter)

To: Hurley Real Estate and Auctions
2800 Buchanan Trail East
Greencastle, PA 17225

Re: (Full name of customer requesting Letter of Guarantee)

This letter will serve as your notification that the (Name of Financial Institution) will honor/guarantee payment of any check(s) written by (Customer), up to the amount of \$_____.

Drawn on account # (Customer's account number).

This guarantee will apply only to Hurley Real Estate and Auctions for purchases made on (Date of Sale) only. **NO STOP PAYMENTS WILL BE ISSUED.**

If further information is required, please feel free to contact this office.

Sincerely,

Name of Officer
Title
Bank & Location
Office Phone #



HURLEY
FARM & LAND REAL ESTATE

FINANCING

Purchasing a property at auction has never been easier!

In fact, each year real estate auctions become more and more popular. The following financial institution/mortgage companies are familiar with the auction process and have representatives available to pre-qualify and assist you in all your real estate auction financing needs.



NMLS: 514737

Middletown Valley Bank | Mlend

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C 717-830-0332
F 717-263-1766

tathomas@acnb.com

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FINANCING

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Mortgage Originator
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kbickers@orrstown.com
NMLS # 131191

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BANKING NEEDS!**





HURLEY
FARM & LAND REAL ESTATE

SETTLEMENTS

The following settlement companies are familiar with the auction process and have representatives available to assist you in all your real estate auction settlement needs.



Nathan C. Bonner — Title Agent

2021 E Main St, Waynesboro, PA 17268
983 Lincoln Way E, Suite 1, Chambersburg, PA 17201
(717) 762-1415 or (717) 263-5001
nathan@buchanansettlements.com
www.buchanansettlements.com



When details matter, choose a
settlement agency you can trust.

✉ closings@partnerwithaplus.com

🌐 www.partnerwithaplus.com

Visit one of our 3 convenient locations:

37 S. Main Street, Suite 101, Chambersburg, PA 17201 • 717.753.3620

201 S. 2nd Street, Suite 101, McConnellsburg, PA 17233 • 717.485.9244

17A W. Baltimore Street, Greencastle, PA 17225 • 717.593.9300





HURLEY
FARM & LAND REAL ESTATE

SETTLEMENTS



Center
Square

"An Attorney At Every Settlement"

Real Estate Settlement Services, Inc.

Clinton T. Barkdoll | Attorney/Title Agent

9 East Main Street, Waynesboro, PA 17268

Phone

717-762-3374

Fax

717-762-3395

Email

clint@kullalaw.com



Real Estate Settlement Services, Inc.

19 Fifth Avenue

Chambersburg, PA 17201

717-446-0739

717-446-0791 fax

info@keystonesettlements.net

Visit our website at www.keystonesettlements.net



HURLEY
FARM & LAND REAL ESTATE

ABOUT US

Thank you for inquiring about our services. We appreciate your interest in our company and the auction method of marketing.

Hurley Real Estate and Auctions is a full-service auction company offering real estate and personal property auctions. We specialize in farm, land, and home real estate auctions. We also handle personal property auctions, farm sales, and estate and/or business liquidations. Having sold over 3,000 properties, Hurley Real Estate and Auctions has vast experience selling real estate and is the first choice for the Mid-Atlantic region.

When you sell your land with Hurley Real Estate & Auctions, you're getting more than a service—you're getting a strategic partner with deep roots in the land. With over 3,000 successful sales, we know how to deliver results. Our award-winning marketing team customizes every campaign to attract serious, qualified buyers, and our full-time, passionate staff is dedicated to helping you achieve top dollar—quickly and with integrity.

Our mission is to provide a better way to sell and buy real estate. We lead with integrity, experience, and transparency to deliver excellent results with every auction.



**Your *land*,
your *legacy*,
sold *right*.**



Matthew Hurley AU003413L • Kaleb Hurley AU006233 • AY002056
Matthew Hurley, Broker: PA RM421467; MD 597462; WV WVB230300885
Kaleb Hurley, Agent: PA RS360491; MD 5009812